

CITY OF FAIRFIELD

RESOLUTION NO. 2013 - 84

**RESOLUTION OF THE CITY COUNCIL APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO MOUNTAIN CASCADE, INC., FOR THE PEABODY ROAD WATER AND SEWER RELOCATION PROJECT**

**WHEREAS**, the bid opening for the Peabody Road Water and Sewer Relocation Project took place on April 9, 2013; and

**WHEREAS**, the apparent low bidder was Mountain Cascade, Inc., who submitted a bid in the amount of \$2,234,750.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

Section 1. The plans and specifications for the Peabody Road Water and Sewer Relocation Project are hereby approved.

Section 2. The City Manager is directed to enter into a contract with Mountain Cascade, Inc., for the Peabody Road Water and Sewer Relocation Project in the amount of \$2,234,750.

Section 3. The City Manager is directed to enter into an escrow agreement for security deposits in lieu of retention for said contract if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract.

**PASSED AND ADOPTED** this 7th day of May 2013, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/~~Mraz~~

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Mraz

ABSTAIN: COUNCILMEMBERS: None

James T. Price  
MAYOR

ATTEST:

Charlotte Belandier  
CITY CLERK  
pw

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

PROPOSAL

**PEABODY ROAD WATER AND SEWER LINE  
RELOCATION PROJECT**

Contractor: MOUNTAIN CASCADE, INC

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN (15) working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of One-Hundred-Fifteen (115) working days from the date of Start of Contract Time.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount

of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

ADDENDUM No. 1

ADDENDUM No. 2

\_\_\_\_\_

\_\_\_\_\_

PEABODY ROAD WATER AND SEWER LINE RELOCATION PROJECT

**PEABODY ROAD  
WATER AND SEWER LINE RELOCATION  
BID SCHEDULE**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION (Includes Confirming the Location of Existing Utilities)	LS	1	102,959. <sup>00</sup>	102,959. <sup>00</sup>
2	TRAFFIC CONTROL	LS	1	10,000. <sup>00</sup>	10,000. <sup>00</sup>
3	EROSION CONTROL and SWPPP	LS	1	20,000. <sup>00</sup>	20,000. <sup>00</sup>
4	ABANDONMENT OF EXISTING WATER VALVES	EA	3	1,000. <sup>00</sup>	3,000. <sup>00</sup>
5	ABANDONMENT OF EXISTING WATER LINE	LF	1,750	7. <sup>00</sup>	12,250. <sup>00</sup>
6	16" ACP WATER PIPE REMOVAL AND DISPOSAL	LF	100	40. <sup>00</sup>	4,000. <sup>00</sup>
7	ABANDONMENT OF EXISTING SANITARY SEWER MANHOLES	EA	6	1,600. <sup>00</sup>	9,600. <sup>00</sup>
8	ABANDONMENT OF EXISTING SANITARY SEWER LINE	LF	1,906	5. <sup>00</sup>	9,530. <sup>00</sup>
9	REMOVE EXISTING SANITARY SEWER MANHOLES	EA	1	10,000. <sup>00</sup>	10,000. <sup>00</sup>
10	UTILITY TRENCHING AND BACKFILL (water line)	LF	2,558	10. <sup>00</sup>	25,580. <sup>00</sup>
11	UTILITY TRENCHING AND BACKFILL (sanitary sewer line)	LF	3,274	20. <sup>00</sup>	65,480. <sup>00</sup>
12	SHORING (water line)	LF	2,558	2. <sup>00</sup>	5,116. <sup>00</sup>
13	SHORING (sanitary sewer line)	LF	3,274	5. <sup>00</sup>	16,370. <sup>00</sup>
14	28" STEEL CASING (Bore and Jack location)	LF	314	600. <sup>00</sup>	188,400. <sup>00</sup>
15	28" STEEL CASING (in open cut location)	LF	51	300. <sup>00</sup>	15,300. <sup>00</sup>
16	6" WATER PIPELINE	LF	65	20. <sup>00</sup>	1,300. <sup>00</sup>

PEABODY ROAD WATER AND SEWER LINE RELOCATION PROJECT

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
17	12" WATER PIPELINE	LF	818	55. <sup>00</sup>	44,990. <sup>00</sup>
18	16" WATER PIPELINE (PVC)	LF	1,613	100. <sup>00</sup>	161,300. <sup>00</sup>
19	16" WATER PIPELINE (DIP)	LF	441	60. <sup>00</sup>	26,460. <sup>00</sup>
20	6" GATE VALVE	EA	2	1,500. <sup>00</sup>	3,000. <sup>00</sup>
21	12" GATE VALVE	EA	7	2,800. <sup>00</sup>	19,600. <sup>00</sup>
22	16" BUTTERFLY VALVE	EA	11	5,000. <sup>00</sup>	55,000. <sup>00</sup>
23	1" AIR and VACUUM RELEASE VALVE	EA	3	2,800. <sup>00</sup>	8,400. <sup>00</sup>
24	2" BLOW OFF ASSEMBLY AND COVER	EA	2	2,500. <sup>00</sup>	5,000. <sup>00</sup>
25	1" WATER SERVICE	EA	1	800. <sup>00</sup>	800. <sup>00</sup>
26	FIRE HYDRANT	EA	2	5,500. <sup>00</sup>	11,000. <sup>00</sup>
27	REMOVE AND RELOCATE FIRE HYDRANT AND GATE VALVE	LS	1	1,200. <sup>00</sup>	1,200. <sup>00</sup>
28	TESTING and SANITIZING of WATER PIPELINE	LS	1	5,000. <sup>00</sup>	5,000. <sup>00</sup>
29	CONNECTION to EXISTING WATER PIPELINE	EA	3	5,000. <sup>00</sup>	15,000. <sup>00</sup>
30	48" STEEL CASING (Bore and Jack, location)	LF	313	1,100. <sup>00</sup>	344,300. <sup>00</sup>
31	48" STEEL CASING (in open cut location)	LF	58	500. <sup>00</sup>	29,000. <sup>00</sup>
32	8" TEMPORARY SANITARY SEWER SIPHON	LS	1	40,000. <sup>00</sup>	40,000. <sup>00</sup>
33	6" SANITARY SEWER LINE	LF	20	65. <sup>00</sup>	1,300. <sup>00</sup>
34	8" SANITARY SEWER LINE	LF	44	70. <sup>00</sup>	3,080. <sup>00</sup>
35	10" SANITARY SEWER LINE	LF	110	250. <sup>00</sup>	27,500. <sup>00</sup>
36	12" SANITARY SEWER LINE	LF	459	55. <sup>00</sup>	25,245. <sup>00</sup>
37	15" SANITARY SEWER LINE	LF	659	135. <sup>00</sup>	88,965. <sup>00</sup>
38	21" SANITARY SEWER LINE	LF	906	200. <sup>00</sup>	181,200. <sup>00</sup>

PEABODY ROAD WATER AND SEWER LINE RELOCATION PROJECT

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
39	27" SANITARY SEWER LINE	LF	1,095	175. <sup>00</sup>	191,625. <sup>00</sup>
40	27" SANITARY SEWER LINE (no bell pipe)	LF	424	250. <sup>00</sup>	106,000. <sup>00</sup>
41	4-FOOT ID SANITARY SEWER MANHOLE INCLUDING 1 TEMPORARY (Lines < 18-inch)	EA	4	6,000. <sup>00</sup>	24,000. <sup>00</sup>
42	5-FOOT ID SANITARY SEWER MANHOLE (Lines = or > 18 inch)	EA	17	9,000. <sup>00</sup>	153,000. <sup>00</sup>
43	SANITARY SEWER CLEANOUT	EA	2	500. <sup>00</sup>	1,000. <sup>00</sup>
44	CONNECTION TO EXISTING SANITARY SEWER LINE and REMOVE AND REPLACE MANHOLE	EA	1	20,000. <sup>00</sup>	20,000. <sup>00</sup>
45	CONNECTION TO EXISTING SANITARY SEWER LINE AND RECHANNEL BOTTOM	EA	1	20,000. <sup>00</sup>	20,000. <sup>00</sup>
46	TESTING and INSPECTION of SANITARY SEWER LINES	LS	1	10,000. <sup>00</sup>	10,000. <sup>00</sup>
47	REMOVE AND REPLACE CURB, GUTTER AND SIDEWALK	LF	20	<del>150.</del> 150. <sup>00</sup>	3,000. <sup>00</sup>
48	ROADWAY RESTORATION	LF	315	80. <sup>00</sup>	25,200. <sup>00</sup>
49	TRAFFIC SIGNAL LOOP DETECTOR RESTORATION	LS	1	6,000. <sup>00</sup>	6,000. <sup>00</sup>
50	TRAFFIC STRIPING	LS	1	4,000. <sup>00</sup>	4,000. <sup>00</sup>
51	REMOVAL and DISPOSAL OF HYDROCARBON CONTAMINATED SOIL	CY	460	45. <sup>00</sup>	20,700. <sup>00</sup>
52	REMOVAL and DISPOSAL OF HYDROCARBON CONTAMINATED GROUND WATER	GA	18,000	3. <sup>00</sup>	54,000. <sup>00</sup>

Total = \$ 2,234,750.<sup>00</sup>

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

## PEABODY ROAD WATER AND SEWER LINE RELOCATION

### DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this Contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Subcontractor's License Number	Portion of Work or Items to be performed	Percent of Total
1) Pacific Boring Canby, OR	553 794	Boring	15%
2) <del>Clear Creek</del> BW			
3)			
4)			
5)			

Note: Attach additional sheets if required.

**PEABODY ROAD  
WATER AND SEWER LINE RELOCATION**

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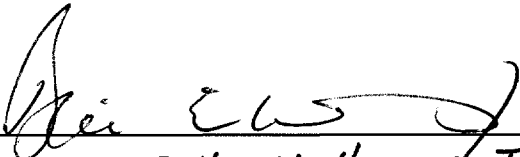
PEABODY ROAD WATER AND SEWER LINE RELOCATION PROJECT

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID

Bill E Williams, Jr., being first duly sworn, deposes and says that he ~~or she~~ is **EXECUTIVE**  
V.P. of Mountain Cascade, INC. the  
party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any  
undisclosed person, partnership, company, association, organization, or corporation; that the bid is  
genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited  
any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired,  
connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall  
refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by  
agreement, communication, or conference with anyone to fix the bid price of the bidder or any  
other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other  
bidder, or to secure any advantage against the public body awarding the Contract of anyone  
interested in the proposed Contract; that all statements contained in the bid are true; and further,  
that the bidder has not, directly or indirectly, submitted his ~~or her~~ bid price or any breakdown  
thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not  
pay, any fee to any corporation, partnership, company association, organization, bid depository, or  
to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct.

4/9/2013  
(Date)

  
(Signature) **BILL E WILLIAMS, JR.**  
**EXECUTIVE VICE PRESIDENT**

NOTE: THIS FORM MUST BE NOTARIZED.

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1  
2  
3  
4  
5  
6

Signature of Document Signer No. 1 \_\_\_\_\_ Signature of Document Signer No. 2 (if any) \_\_\_\_\_

State of California

County of Alameda

Subscribed and sworn to (or affirmed) before me

on this 9<sup>th</sup> day of April, 2013,  
by \_\_\_\_\_  
Date Month Year

(1) Bill E. Williams, Jr.  
Name of Signer

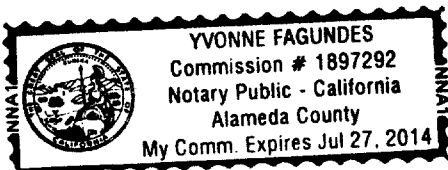
proved to me on the basis of satisfactory evidence  
to be the person who appeared before me (.) (.)

(and

(2) \_\_\_\_\_  
Name of Signer

~~proved to me on the basis of satisfactory evidence  
to be the person who appeared before me.)~~

Signature Yvonne Fagundes  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Further Description of Any Attached Document

Title or Type of Document: Non-Collusion Aff.

Peribody Rd.

Document Date: 4-9-13 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER #1  
Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER #2  
Top of thumb here

PEABODY ROAD WATER AND SEWER LINE RELOCATION PROJECT

Mountain Cascade, INC.

Name of Firm

555 EXCHANGE CT, LIVERMORE, CA  
94551

Business Address

925-373-8370

Phone Number

  
\_\_\_\_\_  
Signature of Responsible Official  
BILL E WILLIAMS, JR.  
EXECUTIVE VICE PRESIDENT

\_\_\_\_\_  
Contractor's License:

a. Class: AHAZ

b. Number: 422496

c. Expiration Date: 5/31/2014

94-2806169

FEI Number:

If corporation or partnership, give legal name of corporation, president, secretary, treasurer,  
or names of all partners. PLEASE SEE ATTACHED.



MOUNTAIN CASCADE INC.

P.O. Box 5050  
Livermore, CA 94551  
(925) 373-8370 FAX (925) 373-0940

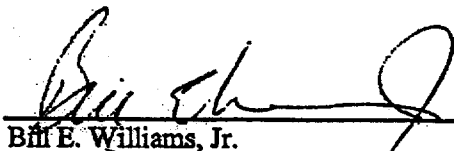
**Certification by Secretary of Corporation Resolution**

At the meeting of the Directors of Mountain Cascade, Inc., a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and by-laws of the corporation at its office on June 1, 2009 at which a quorum of the directors were present, the following resolution was adopted to wit:

Resolved, that Michael Lee Fuller, CEO, and/or Michael Duke Fuller, President, and/or Bill E. Williams, Jr., Executive Vice President and Secretary, and/or Schelly Frades, Treasurer, and/or Roger Williamson, Vice President, and/or Michael Nelson, Vice President and/or William W. Whelan, CFO, is/are hereby authorized to sign contracts/agreements in the name of and on behalf of Mountain Cascade, Inc. The following individuals were also elected Assistant Secretary of the Corporation: Schelly Frades, William W. Whelan and Janet Renkenberger

I, Bill E. Williams, Jr., Secretary of Mountain Cascade, Inc., do hereby certify that I am the Secretary of said corporation and that the above is a full, true and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on June 1, 2009 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation.

  
Bill E. Williams, Jr.  
Secretary

6-2-09  
Date

PEABODY ROAD WATER AND SEWER LINE RELOCATION PROJECT

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**PEABODY ROAD WATER AND SEWER LINE RELOCATION**

WHEREAS Mountain Cascade, Inc.

555 Exchange Court, Livermore, CA 94550

*(Name and address of Bidder)*

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

Liberty Mutual Insurance Company

1340 Treat Blvd., Suite 550, Walnut Creek, CA 94597

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten Percent (10%) of the Total Amount Bid---

Dollars (\$ --10%-- ), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a Contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

PEABODY ROAD WATER AND SEWER LINE RELOCATION PROJECT

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: April 4, 2013

"Contractor"

Mountain Cascade, Inc.


"Surety"

Liberty Mutual Insurance Company

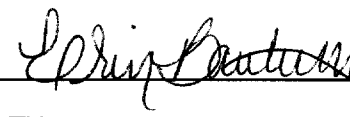
\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

  
Title **EXECUTIVE VICE PRESIDENT**

By: \_\_\_\_\_

  
Title Erin Bautista, Attorney-in-Fact

By: \_\_\_\_\_

Title

By: \_\_\_\_\_

Title

(Seal)

(Seal)

*Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

## ACKNOWLEDGMENT

State of California  
County of Santa Clara )

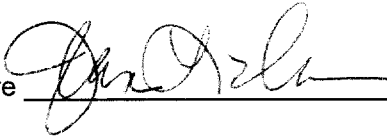
On April 4, 2013 before me, Jean L. Neu, Notary Public  
(insert name and title of the officer)

personally appeared Erin Bautista,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in  
~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

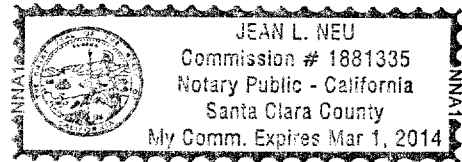
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5643222

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley N. Wright; Bryan D. Martin; Erin Bautista; Frances M. Murphy; Jean L. Neu

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of November, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 7th day of November, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of April, 20 13.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

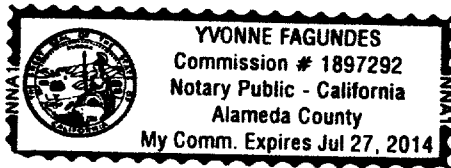
State of California

County of Alameda

On 4-9-13  
Date

before me, Yvonne Fagundes, Notary Public  
Here Insert Name and Title of the Officer

personally appeared Bill E. Williams, Jr  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Yvonne Fagundes

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

## Construction & Demolition Debris Materials Checklist

Project/Permit #: EAST-WEST WATER TRANSMISSION PIPELINE 336 inch  
Project Address: ALONG ILLINOIS ST FROM IT'S INTERSECTION W/ PENNSYLVANIA, GREAT  
JONES ST, BROADWAY, Union  
Applicant: MOUNTAIN CASCADE, INC. AVE, FAIRFIELD  
Phone: 925-373-8370 Fax: 925-373-0940  
Type of Project: ☒ New Construction ☐ Repair ☐ Addition ☐ Alteration ☐ Demolition  
Project Size:      sq. ft.

The City of Fairfield requires that construction and demolition projects recycle at minimum 50% of all project materials generated by their projects. All contractors are required to complete this checklist prior to obtaining a building or demolition permit. At the conclusion of the project, the contractor must report all tons recycled and disposed by material type and file a Construction and Demolition Recycling Report with the City of Fairfield Recycling Coordinator within (60) days of job completion.

**Please check all materials to be generated as a result of this project and estimate quantities:**

### Material Type

### Estimated Quantities (Specify tons or cubic yards, if possible)

- ☒ Asphalt  
☐ Brick  
☐ Cardboard  
☒ Concrete  
☐ Dirt / Clean Fill  
☐ Drywall / Sheetrock  
☐ Lumber  
☐ Plastic  
☐ Roofing Materials  
☐ Metals  
☐ Green Waste  
☐ Salvaged Items (i.e. fixtures, lumber, windows, etc.)  
☐ Other Materials (please list):

80 TONS  
5 CUBIC YARDS BK  
5 CUBIC YARDS  
      
      
      
      
      
      
      
      
    



Check here that you understand that you must also complete a Construction and Demolition Recycling Report within (60) days of job completion. Call 707-428-7489 for technical assistance after reading all forms.

Signature:     

Date: 4/9/2013

Return completed form to: Recycling Coordinator, City of Fairfield, 1000 Webster St., Fairfield, CA 94533.

For assistance with this form, please call 707-428-7489.



WILL BE TURNED IN  
AT PROJECT COMPLETION  
AS SPECIFIED.

## Construction / Demolition Recycling Report

Contractors must complete and submit this form within (60) days of project completion.

Permit / Project #:	_____	Date:	_____
Job Site Address:	_____	Zip Code:	_____
Company:	<u>MOUNTAIN CASCADE, INC</u>	Contact Name:	_____
Mailing Address:	<u>555 EXCHANGE CT, LIVERMORE, CA, 94551</u>	Contact Phone #:	_____
Project Name:	<u>EAST-WEST WATER TRANSMISSION PIPELINE 3, 36 INCH</u>	Project Size:	_____ sq. ft.
Type of Project:	<input checked="" type="checkbox"/> Construction <input type="checkbox"/> Demolition <input type="checkbox"/> Roofing <input type="checkbox"/> Plumbing <input type="checkbox"/> Other		

Please complete all fields and check all materials generated by your project. Report your recycling efforts in total tons wherever possible. Use the conversion table on the back of this form for help with calculations.

**You must provide official weight tags or receipts to verify your information!**

Material Type	Amount Recycled / Reused (in tons or %)	Amount Disposed (in tons or %)	Hauler or Final Destination (weight receipts & tickets must be attached)	Method of Transport (Self-Haul or site collection)
Asphalt				
Brick				
Cardboard				
Concrete / Grinding				
Dirt / Clean Fill				
Drywall / Sheetrock				
Lumber				
Plastic				
Roofing				
Metals				
Mixed Materials				
Green Waste				
Salvaged Items				
Other (please specify)				
Notes:				
Total Material Recycled				

If you have nothing to report, please explain: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Return completed form to: Recycling Coordinator, City of Fairfield, 1000 Webster St., Fairfield, CA 94533

For assistance with this form, please call 707-428-7489.



## Construction / Demolition Recycling Report

### Conversion Table

#### To calculate the percentage of materials recycled and/or reused:

To determine the percentage of materials recycled/reused, divide the number of tons which were recycled/reused by the TOTAL tonnage generated by this job.

$$\text{Percent Recycled/Reused} = \frac{\text{recycling} + \text{reused tons}}{\text{recycling tons} + \text{reused tons} + \text{disposed tons}}$$

*Example:* 
$$\frac{1 \text{ ton recycling} + 1 \text{ ton reused}}{1 \text{ ton recycling} + 1 \text{ ton reused} + 2 \text{ tons disposal}} = \frac{2}{4} = 0.5 \text{ (multiply 0.5 by 100 = 100\%)}$$

#### Salvaged Materials:

Please estimate the quantity of material recycled/reused. Your estimates should be provided in tons.

*Example:*  $25 \text{ pounds} \div 2000 \text{ pounds} = 0.02 \text{ tons}$

#### How to convert pounds to tons:

To convert pounds to tons, divide the number of pounds by 2000 pounds. 1 ton = 2,000 pounds

*Example:*  $700 \text{ pounds} \div 2000 \text{ pounds} = 0.35 \text{ tons}$

#### How to convert cubic yards to tons:

Select the type of material recycled/reused from the chart to the right. →

Multiply the corresponding number by the total number of cubic yards recycled/reused.

1 cubic yard of asphalt = 0.69 tons

*Example:*  $5 \text{ cu. yds. of asphalt} = 5 \times 0.69 = 3.45 \text{ tons}$

Please call 707-428-7489 for further assistance.

Material Type	Tons per Cubic Yard
Asphalt	0.69
Brick	1.51
Cardboard	0.05
Concrete	0.93
Dirt/Clean Fill	1.00
Drywall/Sheetrock	0.20
Lumber	0.17
Plastic	0.17
Roofing Materials	0.21
Metals	0.45
Mixed Materials	0.25
Green Waste	0.05



## How Do I Comply?

### Prior to Construction

The Construction and Demolition Waste Reduction and Recycling Plan (C&D Recycling Plan) must be submitted to the Public Works Department prior to beginning construction.

### Choose a Recycling Method

Identify if you will be sorting recyclable materials into separate containers (source-separated), or if you will be combining (mixed) all materials into a single dumpster and having it hauled to a C&D sorting facility.

### Select a Hauler

For job that requires debris boxes, an Authorized C&D Hauler must be hired. You may self-haul recyclable materials from your site.

### Estimate, Track & Report

Estimate the C&D debris for your project, then track and report your diversion to the City.

### Completion of Project

All diversion information must be submitted with the final C&D Recycling Report at the end of project precedent to final inspection prior to the certificate of occupancy being approved.

## Who Can I Hire?

### Authorized C&D Haulers

- o **Delta Debris Box Service**  
P.O. Box 5397, Concord, CA 94524  
925.682.9073
- o **Industrial Carting Global Materials Recovery**  
3911 Santa Rosa Ave, Santa Rosa, 95407  
707.585.0511
- o **Pacific Sanitation Corp. (M&M Sanitation)**  
590 Caletti Avenue, Windsor, CA 95492  
877.698.8473
- o **Patrick's Construction Clean Up, Inc.**  
7851 14th Ave, Sacramento, CA 95824  
916.452.5495
- o **Solano Garbage Company**  
2901 Industrial Court, Fairfield, CA 94533  
707.437.8900

### Trucking Companies

- o **Larry Jenkin's Trucking Incorporated**  
5545 Merchant Circle, Placerville, CA 95667  
530.626.0240
- o **Skagg's Trucking Company**  
4958 Peabody Road, Fairfield CA 94533  
707.437.2500

### Fairfield Public Works Department

1000 Webster Street, Third Floor  
Fairfield, CA 94355

Phone: 707.428.7528

FAX: 707.428.7607

E-Mail: [eblando@fairfield.ca.gov](mailto:eblando@fairfield.ca.gov)



## CONSTRUCTION & DEMOLITION RECYCLING PLAN

To be compliant with state mandates, the City of Fairfield's City Code requires that Construction and Demolition (C&D) projects divert 50% of their waste from entering the landfill.

Residential, commercial and industrial construction or demolition projects over 1,000 square feet must complete their Construction and Demolition Waste Reduction and Recycling Plan (C&D Recycling Plan) prior to beginning construction.

# Construction & Demolition Recycling

## C&D Recycling Plan

### 1. C&D Debris Materials Checklist

Estimate the debris from your project and submit the C&D Debris Material Checklist to Public Works for approval, then submit to City Building Department for your construction or demolition permit.

### 2. C&D Recycling Report

Track recycling and hauling activity from your job site. Then submit the information in your C&D Recycling Report along with required proof at the end of your project prior to final inspection.

## How to Meet Requirements

1. Hire an Authorized C&D Hauler to haul debris and recyclables. They can track information and submit the C&D Recycling Report to the City for your project.

2. You may self-haul or set the recyclables from your project. You must track all loads, keep weight tickets and receipts and then submit the C&D Recycling Report to get credit for the diversion.

## Who's Affected?

If you have a residential, commercial or industrial construction and/or demolition project that is greater than 1,000 square feet, you will need to submit your C&D Materials Checklist to the Planning and Development Department before you will be issued a building permit.

You must make sure that the recycling and hauling activity is tracked through the entire project. All diversion information must be submitted with the final C&D Recycling Report. Approval of the project by the Planning and Development Department will not be issued until you have approved your Recycling Plan.

## Submit C&D Recycling Plan

You may submit your C&D Recycling Plan online, or you may submit it via e-mail, fax or in person at Fairfield City Hall.

## For online Submittal



**greenhalo**  
SYSTEMS

Recycling today's resources  
for tomorrow's generations.

Create, track and submit your  
C&D Recycling Plan online.

There is no cost for the basic program.

Go to: [Greenhalosystems.com](http://Greenhalosystems.com)

For assistance call 888.525.1301

## Educate Your Employees

You must inform all your employees and subcontractors about your Construction and Demolition Waste Reduction and Recycling Plan because you are responsible for all the debris from your project.



CITY OF FAIRFIELD  
STATE OF CALIFORNIA

APR 03 2013

PEABODY ROAD WATER AND SEWER LINE  
RELOCATION PROJECT

Addendum No. 1

April 1, 2013

This constitutes Addendum No. 1 to the Contract Documents for the Peabody Road Water and Sewer Line Relocation Project. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

**PROJECT SPECIFICATIONS**

**Notice to Contractors (white section):**

- 1) Replace the first sentence in (8) with the following:

Sealed bids will be received until **2:00 p.m. on April 9, 2013** at the office of the Engineer, 3<sup>rd</sup> floor City Hall, 1000 Webster Street, at which time bids will be opened.

(Revise bid opening date)

- 2) Replace the fifth line in the table in (10) with the following:

**April 9, 2013**

**Open Bids: 2:00 p.m.**

(Revise bid opening date)

**Instructions to Bidders (white section):**

- 1) Replace the first line in (1) with the following:

The City Engineer of the City of Fairfield, California will receive at his office at the City Hall, sealed proposals on or before 2:00 p.m. on **April 9, 2013**.

(Revise bid opening date)

A second addendum will be issued later this week revising the bid documents and addressing bid questions.

APPROVED:

  
Steven L. Hartwig  
City Engineer

ACKNOWLEDGEMENT:

  
CONTRACTOR/MOUNTAIN CASCADE, INC  
Bill E. Williams Jr.  
EXECUTIVE VICE PRESIDENT



CITY OF FAIRFIELD  
STATE OF CALIFORNIA

PEABODY ROAD WATER AND SEWER LINE  
RELOCATION PROJECT

Addendum No. 2

April 3, 2013

This constitutes Addendum No. 2 to the Contract Documents for the Peabody Road Water and Sewer Line Relocation Project. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

**ADDITIONAL ITEMS**

- 1) Two geotechnical reports titled "Fairfield Vacaville Train Station" dated April 9, 2010, and "Supplemental Fairfield Vacaville Train Station Geotechnical Investigation", dated May 9, 2012 and a draft Storm Water Pollution Prevention Plan (SWPPP), which can be accessed at the following link:

**[http://www.fairfield.ca.gov/gov/depts/pw/ccp/current\\_capital\\_projects.asp](http://www.fairfield.ca.gov/gov/depts/pw/ccp/current_capital_projects.asp)**

**PROJECT SPECIFICATIONS**

**Instructions to Bidders (white section)**

- 2) Replace Item 12. Insurance Requirements with the following:

The Contractor shall provide proof of compliance with the insurance requirements specified in Sections 4.06 to 4.12 of the General Provisions of the City of Fairfield Standard Specification and Details by furnishing concurrent with the execution of the Contract: (1) a certificate of insurance providing that no cancellation, major change in coverage, expiration or nonrenewal shall be made during the term of this agreement, without thirty (30) calendar days written notice to the Director of Public Works prior to the effective date of such cancellation, change in coverage, expiration or nonrenewal; and (2) an endorsement form for insurance coverage, naming the City of Fairfield, its officers, employees, agents and volunteers as additional insured and also naming the Fairfield-Suisun Sewer District its officers, employees, agents and volunteers as additional insureds. The Contractor's insurance coverage shall remain in full force and effect for the duration of the Contract plus a period of one (1) year from and after the completion and acceptance of the Contract. The Contractor will also indemnify and hold harmless the Fairfield-Suisun Sewer District its officers, employees, agents and volunteers in accordance with the language specified in Sections 4.06 of the General Provisions of the City of Fairfield Standard Specification and Details.

PEABODY ROAD WATER AND SEWER LINE  
RELOCATION PROJECT

Addendum No. 2 (con't)

April 3, 2013

Proposal (Blue section)

- 3) Replace Pages P-3 through P-9 with the attached Pages P-3A through P-10A. ✓

Agreement (White section)

- 4) Replace Pages A-4 through A-6 with the attached Pages A-4A through A-6A.

Special Provisions (goldenrod section)

- 5) Replace Section 101.0, "THE REQUIREMENT," with the following:

The Contractor shall install (i.e., furnish and install replacement piping for) the 12- and 16-inch water transmission pipeline, 6-, 8-, 10-, 12-, 15-, 21- and 27-inch sanitary sewer lines, remove an existing 10-inch waterline, abandon an existing 16-inch waterline and an existing 12-inch sanitary sewer line in accordance with these Specifications and Project Plans and provide all labor, equipment, materials, transportation, incidentals and services necessary for the **Peabody Road Water and Sewer Line Relocation Project**.

- 6) Replace Section 102.0, "DESCRIPTION OF WORK," with the following:

This Project includes, but is not limited to, furnishing and installing 12- and 16-inch diameter buried potable water transmission piping; buried gate and butterfly isolation valves; combination air-vacuum release valves; blow off assemblies, 1-inch water service, fire hydrants; bore and jack / microtunnel steel casing; 6-, 8-, 10-, 12-, 15-, 21- and 27-inch buried sanitary sewer piping; sanitary sewer manholes, appurtenances; connections to existing potable water transmission and sanitary sewer lines and any restoration necessary to provide a complete operating water transmission pipeline and sanitary sewer lines; and abandon an existing 16-inch water line and 12-inch sanitary sewer line with manholes and remove an existing 10-inch sanitary sewer line. All equipment shall be installed in accordance with the manufacturer's requirements and recommendations.

A. PIPELINE MATERIALS

The 12-inch and 16-inch water transmission pipeline installed along Peabody Road from 525 feet south of the intersection with Markeley Lane to Vanden Road in the City of Fairfield shall be AWWA C905, Polyvinyl Chloride (PVC) Pressure Pipe, except where noted on the plans as Ductile Iron Pipe (DIP).

## PEABODY ROAD WATER AND SEWER LINE RELOCATION PROJECT

Addendum No. 2 (con't)

April 3, 2013

The 6-, 8-, 10-, 12-, 15-, 21- and 27-inch sanitary sewer piping installed with this project shall be ASTM C700 Vitrified Clay Pipe (VCP) except that special jacking 27-inch sewer pipe within casings shall be DENLOK designed VCP or City approved equal as shown on the Project Plans.

### C. CONTAMINATED SOIL

The Contractor shall expect to encounter soil and groundwater contaminated with petroleum and gasoline products in a small localized area contained within the surface to 1 foot below invert grade shown on the Project Plans in the vicinity of the UPRR right-of-way and the existing warehouse structure slab south of Vanden Road (i.e., from project control line "A" Station 19+45 to Station 30+00). The Contractor may have to handle, store/dry and dispose of contaminated soil and groundwater during trenching and dewatering operations near these sites.

General anticipated soil and groundwater conditions in Project excavations are discussed in two geotechnical reports titled "Fairfield Vacaville Train Station" dated April 9, 2010, and "Supplemental Fairfield Vacaville Train Station Geotechnical Investigation", dated May 9, 2012 prepared by ENGEO, Inc. Copies of these reports are available for review at the City of Fairfield, Public Works Office at 1000 Webster Street., Fairfield, CA 94533 and on the City's website at:

**[http://www.fairfield.ca.gov/gov/depts/pw/ccp/current\\_capital\\_projects.asp](http://www.fairfield.ca.gov/gov/depts/pw/ccp/current_capital_projects.asp)**

#### 7) Replace Section 103.0, "Limits of Work," with the following:

The limits of work for this Project shall be confined along and adjacent to Peabody Road from 525 feet south of the Markeley Lane intersection through and along Vanden Road in the City of Fairfield from Station 9+17.01 to Station 30+11.48 (Peabody Road control line), and adjacent to Vanderbilt Road from Station 0+00 to 3+10.53 (VB control line) and from Station 4+79.00 to Station 20+86.49 (TA control line) as shown on Sheets C3 through C10 of the Project Plans. The Contractor shall confine his/her operation to the street right-of-way and pipeline easement areas unless he/she makes arrangements with a nearby property owner to use the land outside this area. The Contractor shall show written evidence of any permission negotiated directly by him/her to work or store equipment/materials outside this area. The Contractor is solely responsible and liable for all damages and costs arising from the use of private property or other areas outside permitted work limits. No storage of materials will be allowed within the road right-of-way. (See Item 126.0 below).

PEABODY ROAD WATER AND SEWER LINE  
RELOCATION PROJECT

Addendum No. 2 (con't)

April 3, 2013

- 8) Replace the first paragraph in Section 114.0, "CONNECTION OF EXISTING FACILITIES," with the following:

The City of Fairfield and Fairfield Suisun Sewer District shall be consulted prior to all connections to existing water and sanitary sewer lines respectively. The Contractor shall expose the water main and sewer manholes and shall furnish and install connecting couplings and pipeline specials meeting the requirements of Sections 208.0, "16-INCH WATER PIPELINE", 214.0 "CONNECTION TO EXISTING WATER PIPELINE", 215.0 "SANITARY SEWER LINES" and 218.0 "CONNECTION TO EXISTING SANITARY SEWER LINE" of these Special Provisions. The Contractor shall make all connections to existing facilities as shown and at times approved by the City Engineer. The Contractor shall complete all connections to the existing potable water pipelines and sanitary sewer manholes within 24 hours, including hydrostatic testing and disinfection.

- 9) Replace Section 117.0, "CONSTRUCTION STAKING," with the following:

The City will provide construction staking for work items included below. The Contractor shall be responsible for all other staking and layout of the Project work not listed below and full compensation for staking shall be considered to be included in the various items of work requiring staking.

The Contractor shall notify the City Engineer in writing, three (3) full working days prior to the need for staking and shall indicate desired offsets to be used. The City (through C+D Engineers) will provide a limited amount of stakes as follows for work described below:

- A. Recover onsite horizontal and vertical control.
- B. Perform the required office calculations.
- C. Sanitary sewer line offsets will be set at 50' intervals and at horizontal and vertical angle points. Double offsets will be set for manholes and cleanouts.
- D. Water line offsets will be set at 50' intervals and at horizontal and vertical angle points. Double offsets will be set for hydrants and double check valves.

PEABODY ROAD WATER AND SEWER LINE  
RELOCATION PROJECT

Addendum No. 2 (con't)

April 3, 2013

Initial staking will be provided by the City at no charge to the Contractor. The Contractor shall lay out all the work from the stakes set by the City or Consultant including setting any additional markers and stakes necessary to perform his/her work including required field adjustments of the waterline alignments to avoid any unforeseen utility conflicts. The Contractor shall be responsible for the correctness of the work in layout, conducting the work of this Contract, and preservation of stakes. Any replacement of stakes requested by the Contractor or his/her subcontractors shall be paid by the Contractor at C+D Consultants' current rates.

The Contractor shall supply the City with weekly staking requests no later than on each Wednesday that specifies the requested staking for the entire following week.

The Contractor shall be furnished one set of construction stakes at no cost to the Contractor for each phase of work, i.e., ramps and waterline construction. The Contractor shall sign all slips for the surveyor that are associated with any additional re-staking or overtime staking, prior to and again after the completion of required staking.

- 10) Replace the first paragraph in Section 128.0, "STORM WATER POLLUTION PREVENTION," with the following:

The Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP). The Contractor may use portions of the draft SWPPP available for review at the Fairfield, Public Works Office at 1000 Webster Street, Fairfield CA 94533 or download from the City's website at:

**[http://www.fairfield.ca.gov/gov/depts/pw/ccp/current\\_capital\\_projects.asp](http://www.fairfield.ca.gov/gov/depts/pw/ccp/current_capital_projects.asp)**

The SWPPP shall be submitted to the City of Fairfield, Attention Tom Martian, (707) 428-7478 no later than five (5) working days prior to the Pre-Construction Conference. The Notice of Intent (NOI) will be completed by the Contractor (for City approval) on the RWQCB SMARTS system. No Project work shall be initiated until the SWPPP is approved by the City and the NOI has been issued. (See Section 110.0 above.) The SWPPP shall be prepared by a Qualified Storm Water Developer (QSD) and be implemented by the Contractor through a Contractor hired Qualified Storm Water Practitioner (QSP) or QSD. The Contractor shall also complete the annual reporting on SMART prior to final payment. The Contractor shall complete and submit the attached SWPPP checklist with the SWPPP submittal.

PEABODY ROAD WATER AND SEWER LINE  
RELOCATION PROJECT

Addendum No. 2 (con't)

April 3, 2013

11) Replace (E) in Section 129.0, "CLOSEOUT DOCUMENTATION," with the following:

- E. As-Built Plan Set of piping, valves, connections to existing water transmission facilities, connections to existing sanitary sewer line and manhole installation. The As-Built Plan Sets shall indicate the type of transmission pipeline installed.

Final payment will be withheld until the Contractor submits the closeout documents and resolves any revisions required by the City.

12) Delete the fourth sentence in A(2) and add the following to SECTION 204.0, "DEMOLITION REMOVAL AND ABANDONMENT".

A. Procedure

6. Water Line Removal. Where indicated on the Project Plans the Contractor shall remove and dispose of the entire section of existing ACP water line as required and connect to new water line.

7. Manhole Removal. Where indicated on the Project Plans the Contractor shall remove the entire manhole including manhole base and replace with new manhole, pipe section and/or backfill and compact void as required. Backfill per Section 205.0, "UTILITY TRENCHING AND BACKFILL."

B. Measurement and Payment

The contract price paid per linear foot for Water Line Removal shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in the removal of said facility and the disposal of resulting materials and no additional compensation will be allowed therefore.

The contract price paid per each Removal of Sanitary Sewer Manholes shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in removal of said facility and the disposal of resulting materials and no additional compensation will be allowed therefore.

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- 13) Replace the first paragraph in (B) of SECTION 207.0, "28- AND 48-INCH STEEL CASING (BORE AND JACK)," with the following:

B. Measurement and Payment

The Contract price paid per lineal foot for the 28- and 48-inch Steel Casing work shall include, but not be limited to, the furnishing of all labor (**including cost for railroad flagmen**), materials, water, tools, equipment, bore pits, plastic casing insulation and seals, exterior casing grouting, interior casing grouting, and all incidentals required to construct and complete in an efficient and workmanlike manner the installation of the casing in accordance with the Project Plans and these Technical Specifications. The cost of restoring the work area of the Boring and Jacking pits shall be included as state in Item 3.11 of Technical Specification 02295, "Shaft Excavation and Support".

- 14) Re-label Section 210.0, "2-INCH COMBINATION AIR VALVE," to 210.0, "1-INCH CONNECTION TO EXISTING WATER PIPELINE," and replace with the following:

A. Procedure

The **1-inch** Combination Air Valve work shall be in accordance with Detail 37, "Air Release Valve" of the Standard Details and the Project Plan Details.

B. Measurement and Payment

The Contract unit price paid for each **1-inch** Combination Air Valve structure complete in place shall include, but not be limited to, the cost of excavation beyond the trench width, concrete slab, piping, fittings, valves, valve boxes, backfill, supports, covers, plates, incidentals and painting, where required.

Full compensation for all necessary **1-inch** Combination Air Valve work shall be considered as included in the Contract price paid per unit for Bid Item "1-inch Combination Air Valve" and no further compensation shall be allowed

- 15) Replace the second paragraph in (A) of Section 214.0, "CONNECTION TO EXISTING WATER PIPELINE," with the following:

This existing **12- and 16-inch** water line is expected to be asbestos / concrete (A/C) pipe. Any work to connect to A/C pipe must comply with all the legal and regulatory requirements set forth in Federal, State and Local requirements for handling or disposing of A/C material.

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- 16) Replace the first sentence in (A) of Section 215.0, "SANITARY SEWER LINES," with the following:

The **6-, 8-, 10-, 12-, 15-, 21- and 27-inch Sanitary Sewer Lines** work shall be in accordance with the requirements of Technical Specification 15105, "Vitrified Clay Pipe" except between the Sanitary Sewer Manholes (SSMNs) located at Station 18+77.93 and Station 24+19.24 (i.e., the segments where a portion of the sewer pipeline is within a casing).

- 17) Replace the second paragraph in (B) of Section 215.0, "SANITARY SEWER LINES," with the following:

Full compensation for all necessary Sanitary Sewer Line work shall be considered as included in the Contract price paid per lineal foot measured along the pipelines following a line parallel to the grade of the pipeline for the Bid Items "**6-, 8-, 10-, 12-, 15-, 21-, and 27-inch Sanitary Sewer Lines**" and "**Special 27-inch Sanitary Sewer Line**" and no additional compensation will be allowed.

- 18) Replace the first paragraph in (B) of Section 220.0, "TRAFFIC SIGNAL LOOP DETECTOR RESTORATION," with the following:

The Contract **lump sum price** for Traffic Signal Loop Detector Restoration complete work in place shall include, but not be limited to, furnishing all materials and labor for the complete loop detector installation and testing as shown on the Project Plans, including any stage construction or temporary signal wiring or equipment installation necessary to maintain continuous operation of signal system during construction except for interruptions as authorized by the City Engineer, removal and replacement of existing hand hole including reconnection of electrical conduit.

- 19) Replace (A) of Section 222.0, "REMOVAL AND DISPOSAL OF HYDROCARBON CONTAMINATED SOIL," with the following:

A. Background

The Contractor shall expect to encounter **soil and groundwater contaminated with petroleum and gasoline products in a small localized area contained within the surface to 1 foot below invert grade shown on the Project Plans in the vicinity of the UPRR right-of-way and the existing warehouse structure slab south of Vanden Road (i.e., from project control line "A" Station 19+45 to Station 30+00).** (See Item 102.0.C above for additional details and references.)



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**If contaminated soil is encountered, then the Contractor shall notify the City's Inspector immediately. The City's Inspector will then notify Max Clark of the Solano County Resource Management Office (707) 784-3313. The Contractor shall stop work in the area where contaminated soils are encountered until clearance is issued by the City's Inspector.**

- 20) Add the following to (D) of Section 222.0, "REMOVAL AND DISPOSAL OF HYDROCARBON CONTAMINATED SOIL":

D. Disposal

**If requested, a designated drying site within 1 mile of the project limits will be determined by the City Engineer and shall be prepared by placing Visqueen on the pavement before dumping the wet spoils within a bermed containment area. The spoils pile shall be covered with Visqueen at all times when not being worked.**

- 21) Delete the second paragraph in (E) of Section 222.0, "REMOVAL AND DISPOSAL OF HYDROCARBON CONTAMINATED SOIL".

- 22) Replace (C) and (D) in Section 223.0, "REMOVAL AND DISPOSAL OF HYDROCARBON CONTAMINATED GROUNDWATER," with the following:

C. Procedure

If there is a viable sheen or noticeable odor in the ground water, the Contractor shall test the head space (one foot above the surface of the ground water level) with a Flame Ionization Detector (FID). When hydrocarbon air concentrations are detected by the FID at 5 ppm, the ground water shall be considered contaminated and shall be pumped to a storage tank and held until proper disposal arrangements are made.

D. Measurement and Payment

The Contract unit price paid per gallon for the Removal and Disposal of Hydrocarbon Contaminated Ground Water from the trench shall include furnishing all labor, materials, tools, equipment and incidentals; for doing all the work in collecting, testing, and disposal of contaminated water from the Project site.

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Full compensation for all necessary Removal and Disposal of Hydrocarbon Contaminated Ground Water work shall be considered as included in the Contract unit price paid per gallon for the Bid Item "Removal and Disposal of Hydrocarbon Contaminated Soils" and no additional compensation will be allowed.

23) Insert new Section 224.0, "6 AND 12-INCH WATER PIPELINE," as follows:

A. Procedure

The 6- and 12-inch Water Pipeline work shall be in accordance with the requirements of Section 12, "Water Distribution", of the Specific Provisions. The Contractor shall provide and install piping, fittings and specials meeting the requirements for AWWA C900, 12-inch Polyvinyl Chloride (PVC) Pressure Pipe and Fittings, complete in place.

This existing 12-inch water line is expected to be asbestos / concrete (A/C) pipe. Any work to lift or connect to A/C pipe must comply with all the legal and regulatory requirements set forth in Federal, State and Local requirements for handling or disposing of A/C material.

The Contractor shall provide a Real Time Kinematic (RTK) Survey of the new pipeline as it is installed. Specifically, horizontal and vertical Global Positioning System (GPS) readings shall be taken at least every 50 foot interval of new piping, at every horizontal and vertical bend, at every utility line crossing and at every buried valve connection.

Each reading shall include two (2) shots measuring the final grade surface elevation and the top of pipe elevation.

Reading output for each shot shall be in rectangular coordinates (latitude and longitude in feet) and shall be referenced to stationing along the pipe.

The RTK data shall be listed in a data table summary (using Microsoft Excel, Version 2007) with the following column headers: pipe stationing, latitude coordinate, longitudinal coordinate, general location comment (e.g., bend, crossing, etc.). The data shall be formatted to print in a portrait view. The coordinate system shall be in accordance with NAD 83 State Plan California Zone II.

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The RTK Survey data summary shall be updated weekly and submitted in hard copy with each progress payment. An updated electronic copy shall be made available to the City Engineer at any time during the Project. Final hard and electronic copies shall be provided to the City Engineer prior to the final pay estimate request.

**B. Measurement and Payment**

The Contract price paid per lineal foot for the 12-inch Water Pipeline work shall include, but not be limited to, the furnishing of all labor, materials, water, piping, fittings, tools, miscellaneous piping, equipment, RTK surveys and all incidentals required to construct and complete the pipeline segment in an efficient and workmanlike manner in accordance with the Project Plans and these Special Provisions. Measurement shall be continuous through valves and fittings.

Full compensation for all necessary 6- and 12-inch Water Pipeline work shall be considered as included in the Contract price paid per lineal foot measured along the pipeline following a line parallel to the grade of the pipeline for the Bid Items "6-inch Water Pipeline" and "12-inch Water Pipeline" and no additional compensation will be allowed.

**24) Insert new Section 225.0, "6 AND 12 INCH GATE VALVE," as follows:**

**A. Procedure**

The 6- and 12-inch Gate Valve work shall be in accordance with Items 12.02.A.3.a and 12.03 of Section 12, "Water Distribution" of the Specific Provisions and the Project Plan Details.

**B. Measurement and Payment**

The Contract unit price paid for each 6- and 12-inch Gate Valve structure complete in place shall include, but not be limited to, the cost of extra excavation beyond the trench width, concrete slab, piping, fittings, valves, PVC riser, stem extensions, valve boxes, backfill, supports, covers, plates, incidentals and painting, where required.

Full compensation for all necessary 6- and 12-inch Gate Valve work shall be considered as included in the Contract price paid per unit for Bid Items "6-inch Gate Valve" and "12-inch Gate Valve" and no further compensation shall be allowed.

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25) Insert new Section 226.0, "1-INCH WATER SERVICE," as follows:

A. Procedure

The 1-inch Water Service work shall be in accordance with Items 12.02.B.1, B.2.b, b.3.b, B.4.a and B.5 of Section 12, "Water Distribution" of the Specific Provisions, Detail 29, "¾" & 1" Water Service" of the City Standard Drawings and the Project Plan Details.

B. Measurement and Payment

The Contract unit price paid for each 1-inch Water Service structure complete in place shall include, but not be limited to, the cost of extra excavation beyond the trench width, piping, fittings, valves, meter boxes, backfill, supports, covers, plates, incidentals and painting, where required. The Water Service work included in this contract shall terminate at the curb stop inside the water meter box.

Full compensation for all necessary 1-inch Water Service work shall be considered as included in the Contract price paid per unit for Bid Item "1-inch Water Service" and no further compensation shall be allowed.

26) Insert new Section 227, "SANITARY SEWER CLEANOUT," as follows:

A. Procedure

The Sanitary Sewer Cleanout shall be constructed in accordance with detail 3 as shown on sheet 14 of the Project Plans.

B. Measurement and Payment

The Contract unit price paid for each Sanitary Sewer Cleanout structure complete in place shall include, but not be limited to, the cost of extra excavation beyond the trench width, piping, fittings, boxes, backfill, supports, covers, plates, incidentals and painting, where required.

Full compensation for all necessary Sanitary Sewer Cleanout work shall be considered as included in the Contract price paid per unit for Bid Item "Sanitary Sewer Cleanout" and no further compensation shall be allowed.

27) Insert new Section 228.0, "SANITARY SEWER SIPHON," as follows:

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A. Procedure

The 8-inch Temporary Sanitary Sewer Siphon work shall be in accordance with Detail 8 on Sheet 13 of the Project Plans. The work shall include any flow through plugs, new sanitary sewer manhole, connection to existing sanitary manhole at downstream end, 8-inch PVC (SDR 35) connector sewer line with required 45 degree bends, thrust block per Detail 38, "Horizontal & vertical Thrust Block" of the City Standard Details and the abandonment of both existing and proposed sewer manhole and 8-inch sewer line after the completion of the 15-inch and 27-inch portions of the sewer line relocation.

B. Measurement and Payment

Full compensation for all items of work necessary to construct and later abandon the 8-inch Temporary Sanitary Sewer Siphon shall be considered as included in the Contract lump sum price for Bid Item, "8" Temporary Sanitary Sewer Siphon" and no additional compensation will be allowed.

**PROJECT PLANS**

28) SHEET C3 – PLAN AND PROFILE

- A. Updated plans to reflect location of proposed overhead electric lines and poles between Station 10+20 to 14+50.
- B. Added Station callout for fire hydrant at Station 11+51.21.
- C. Added existing sanitary sewer manhole rims and inverts.

29) SHEET C4 – PLAN AND PROFILE

- A. Updated plans to reflect location of proposed overhead electric lines and poles between Station 14+50 to 19+00.
- B. Revised Station callouts for angle point of water line at Station 18+15.91.
- C. Added existing sanitary sewer manhole rims and inverts.

30) SHEET C5 – PLAN AND PROFILE

- A. Updated plans to reflect location of proposed overhead electric lines and poles between Stations 19+00 and 21+76.93.
- B. Added existing sanitary sewer manhole rims and inverts.

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31) SHEET C6 – PLAN AND PROFILE

- A. Updated plans to reflect location of proposed overhead electric lines and poles to Station 22+00.
- B. Revised label on callout for from “16” Line Valve” to “16” Butterfly Valve” at Station 23+76.13.
- C. Added existing sanitary sewer manhole rims and inverts.

32) SHEET C7 – PLAN AND PROFILE

- A. Add line work for proposed 10” sanitary sewer between connection in Peabody Road to Sanitary Sewer Manhole at Station 27+81.13. Also relabeled profile “A” to Profile “I”.
- B. Added existing sanitary sewer manhole rims and inverts.

33) SHEET C8 – PLAN AND PROFILE

- A. Add Call out for Fire Hydrant relocation.

34) SHEET C9 – PLAN AND PROFILE

- A. Added Fire hydrant at station 5+10.

35) SHEET C10 – PLAN AND PROFILE

- A. Add Call out for new Fire Hydrant on Sheet C9.

36) SHEET C13 – DETAILS

- A. Added note to Detail 8 per horizontal and vertical thrust blocks.

37) SHEET C14 - DETAILS

- A. Added sewer cleanout (Detail #3).

38) SHEET C16 – STRIPING & TRAFFIC LOOP DETAILS

- A. Added loop detector locations.

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**Pre-bid meeting questions and responses:**

- 39) Q: In regards to the abandonment of existing water valves: SP-21, 22, 204, A, 2 states, "Pave remaining 4 miles with asphalt concrete." Please clarify the intention behind this statement.

A: Section 204.0 DEMOLITION REMOVAL AND ABANDONMENT A.2. was rewritten to delete the sentence "Pavement remaining 4 miles with asphalt concrete."

- 40) Q: SP-35-36, 223.0, C: "Ground water will be discharged into a nearby sewer only after being tested and, if necessary, treated."  
01561, H : "CONTRACTOR shall not be allowed to dispose of groundwater in the sanitary sewer system except where approved by the City Engineer."

Please clarify if the City Engineer will approve groundwater disposal into the sewer system after the water is tested and, if necessary, treated. Please indicate if there are any costs for disposal into the sewer system and what the costs of disposal are.

A: Section 223.0 REMOVAL AND DIPOSAL OF HYDROCARBON CONTAINATED GROUNDWATER was revised to require that the Contractor dispose of offsite any contaminated groundwater. The Contractor must provide a cost for the removal, handling and offsite disposal of any contaminated groundwater.

- 41) Q: 01560, 1.7 states, "the Contractor shall be responsible for implementing these mitigation measures." Please provide a list indicating items the City has already covered or will cover and a list indicating items the Contractor will be responsible to cover. For example, the Biological Monitor.

A: The mitigation measures including "Specific Action, Mitigation Milestone, and Responsible Monitoring Party" are included on page 01560-5 through 05160-11. The Contractor is responsible for implementing the measures.

- 42) Q: In regards to allowable trench widths, the project documents reference Section 9.03 of the Specific Provisions. Please provide this section as it was not provided with the bid documents.

A: The trench width for the water pipeline is shown on sheet C14, Detail 2 of the Project Plans. The trench width for the sanitary sewer pipeline is shown on sheet C15, "Sewer Trench Detail" of the Project Plans.

- 43) Detail 2/C14 specifically states, "At unpaved areas, native excavated soils may be reused as backfill." The Sewer Trench Detail does not indicate that native excavated soils may be reused as backfill above the pipe zone and out of existing

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streets. Please confirm native backfill will be allowable above the pipe zone and out of existing streets in the sewer trench.

A: Per the Sewer Trench Detail, note 3 on Sheet C15 of the Project Plans the trench zone materials shall meet the requirement of the City of Fairfield. Method "C" in Section 9.08 of the City's Specific Provisions allows trench zone to be backfilled with native materials.

- 44) Q: Note, 7 of the Sewer Trench Detail states, "Sloped excavations shall not be permitted unless otherwise approved by the District." Please clarify if the District intends to approve sloped trenches outside of the existing street (excluding bore & jack).

A: The Contractor will be allowed to slope the trench as long as it does not undermine adjacent utilities and structures.

- ✓ 45) Q: BI 7 – Abandon Exist SS MH: Please verify 10 each to be the correct quantity. Existing SSMH @ sta. 24+10 is shown labeled on the plans twice. My take-off is 8 each.

A: B7-Abandon Ex. SSHM has 6 each, B9-Remove Ex. SSMH has 1 each, B32-Temporary Sanitary Sewer Siphon has the abandonment of 1 existing SSMH and 1 new SSMH, B-44- has the removal of and replacement of 1 SSMH, and B-45-has the rechannel the bottom of 1 Ex. SSMH.

- 46) Q: Please confirm the bid quantity for bid item 42 is correct.

A: The previous Bid Item 42 is now bid item B47- REMOVE AND REPLACE CURB, GUTTER AND SIDEWALK . The quantity is 20 lf.

- 47) Q: Please confirm the bid unit for bid item 47 is correct.

A: The previous Bid Item 47 is now bid item B52- REMOVAL and DISPOSAL OF HYDROCARBON CONTAMINATED GROUND WATER. The quantity units have been changed to gallons. Our best estimate is 18,000 gallons.

- 48) Q: Bid Item #22. Please clarify the sizing of the ARV's. The bid item says "1'", while the bid description, Sheet SP-27; 211.02 calls for "2'". Also the plans show three ARV's, Sheet C3, C7 and C10, and the bid item states 2 each.

A: Section 210.0 was rewritten and revised to require 1-inch Combination Air Valve. In addition the previous Bid Item 22 is now bid item B23- 1-INCH COMBINATION AIR VALVE. The quantity was revised from 2 each to 3 each.



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- 49) Q: Should it be assumed that the City will require valve stem extensions on all valves, as the depth of main extends up to 14' deep?
- A: The valve stem must extend to 4 feet of the finish surface with white PVC depth extension.
- 50) Q: Does the City have standards, require placement of tracer wire and/or warning tape on its pipeline.
- A: No tracer wire and/or warning tape is required on the water pipeline. However, warning tape is required on the sewer lines per "Sewer Trench Detail" shown on Sheet C15 of the Project Plans. Contractor shall submit for approval.
- 51) Q: Bid Item #26 calls for two connections while the plans show three, Sheets C3, C7 and C10. Please clarify.
- A: The question pertains to former Bid Item 27 CONNECTION to EXISTING WATER PIPELINE. Bid Item 22 is now Bid Item 29 CONNECTION to EXISTING WATER PIPELINE. The quantity has been revised to 3 each.
- 52) Q: Plan Sheet C7 shows a 1" service. Should this be included in bid item 16, "12" Water Pipeline"?
- A: No, a Bid Item 25 "1" Water Service has been added. To the bid schedule along with Section 226.0 1-INCH WATER SERVICE.
- 53) Q: Please provide PDF copies of the two (2) soils reports by Engeo. If not we will pay for the reproduction costs.
- A: The PDF copies of the two (2) soils reports by Engeo are available on the City website.
- 54) Q: The potential contaminated soils and ground water we may encounter between stations 19+45 – 21+55 has not been classified. Please provide a classification so we can determine where to off haul based on your quantity. There must have been some testing conducted by your consultants. The specification states we are responsible to conduct the soils and ground water testing? This should be conducted by the City or provide us with all the testing requirements. The spec also states if we encounter contaminated ground water we will need to test, treat and dispose. To treat and dispose will require more specific information on the potential contaminants. Generally the Cities provide a force account item for this work because treating cannot be determined until all testing is classified. Additionally, under bid item #47 the unit is in LF? This item should read in Gallon?

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A: The soils reports have not identified the presence of contaminated soils and/or ground water. However, based on previous work performed in the area, it is expected that there may be low to moderate levels of diesel in the soil and groundwater.

- 55) Q: Please clarify if the City has a SWPPP prepare for this project. All notes indicate there is an existing plan and only modifications to this plan will be the Contractors responsibility.

A: Please see Item #10 of this addendum.

- 56) Q: Spec section 02600; Can we use precast manhole bases for this project?

A: Precast bases can be used. The precast base must be submitted for approval per Section 02600, 2.01 Manholes, Item E.

- 57) Q: If Railroad Flagmen are required will the City cover the expenses.

A: The cost of Railroad Flagmen will be paid for by the Contractor and is included as a bid item cost. (Please see revised section 207.0: 28- and 48-inch Steel Casing Bore and Jack)

- 58) Q: Referencing the plan details for the trench backfill; is import aggregate required for trench backfill in areas off the existing pavement? (Sewer)

A: Class 2 Aggregate must be used within the existing pavement areas on the project.

- 59) Q: Please provide sewer flow data where we may have to provide sewer by pass pumping.

A: Assume the existing 12-inch sewer will flow at 2.5 cfs.

- 60) Q: Construction demolition and recycling; has the City revised their requirements to used and authorized hauler? The list provided will not satisfy our requirements. How do we become certified?

A: Call Esther Blanco at 707-428-7528 regarding the certification process.

- 61) Q: The contaminated soil states from station 19+45 – 21+55; Plan sheets C4- C5 indicated different stations on the roadway versus the pipeline. Please clarify if we are to use the roadway or pipeline station?

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A: Please see addendum Item #6.C.

- 62) Q: Please clarify how we are required to construct the sewer manholes that are >5' over the existing grade. Do with build 6" above FG and the next contractor will raise to new grade?

A: The Contractor shall be required to construct the sewer manholes to the grades shown on the Project Plans.

- 60) Q: Missing bid items for 6"-8" sewer lateral and 10" sewer main at station 27+81, please clarify.

A: Please see Bid Items 33- 6" Sanitary Sewer Line and Bid Item 34 8" Sanitary Sewer Line. In addition please see the rewrite of Section 215.0 SANITARY SEWER LINES

- 61) Q: Please provide the depth of the existing 12" sewer main & manholes to be abandoned. versus the pipeline. Please clarify if we are to use the roadway or pipeline station?

A: The rims and inverts of the existing sanitary sewer to be abandoned and removed have been added to Sheets C3 through C7. Please use Peabody Road Stationing for sanitary sewer manhole and pipeline abandonment.

- 62) Q: It appears the new finish grade for the future improvements will require fill. Can we dispose of all the clean dirt in a designated area for use later?

A: Clean dirt maybe stockpiled in an area approved by the City Engineer. The Contractor is responsible for providing proper erosion control measures.

- 63) Q: Please clarify where the traffic detector loops are located to be replaced. Does the quantity mean 2 each loops or locations.

A: There is only one location. That location is at Peabody/Vanden. Sheet C16 has been revised to show location and details of the loop detectors. The quantity has been revised to lump sum per location.

- 64) Q: I haven't been able to access the two ENGEO reports discussed on page SP-2 using the internet address provided. Would you please confirm they are available online?

A: The PDF copies of the two (2) soils reports by ENGEO are available on the City website.

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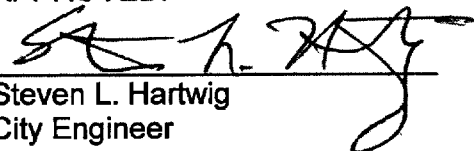
- 65) Q: The MMRP measure HAZ-1 requires a soil and groundwater investigation. Was this requirement satisfied already by the two ENGEO reports from April 9, 2010 and May 9, 2012 – discuss on pg SP-2? Or does HAZ-1 call for additional investigation beyond the ENGEO reports?

A: The soils reports have not identified the presence of contaminated soils and/or ground water. However, based on previous work performed in the area, it is expected that there maybe low to moderate levels of diesel in the soil and groundwater.

- 66) Q: Based on our interpretation, implementation of the MMRP will be the responsibility of the contactor. And based on that, the City will be talking over the responsibility of the MMRP post-construction. Would you please confirm?

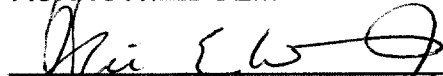
A: Yes.

APPROVED:

  
Steven L. Hartwig  
City Engineer

Attachment

ACKNOWLEDGEMENT:

  
CONTRACTOR MOUNTAIN CASCADE, INC.  
BILL WILLIAMS JR.  
EXECUTIVE VICE PRESIDENT

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 17 day of June, 2013 by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and MOUNTAIN CASCADE, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

### I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

#### **PEABODY ROAD WATER AND SEWER LINE RELOCATION PROJECT**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Creegan + D'Angelo Engineers  
numbered C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, C14, C15, C16, C17, C18, C19, C20, C21  
and dated February 25, 2013.
- b. Advertisement for Bids.
- c. The Accepted Bid, dated April 9, 2013
- d. Instructions to Bidders.
- e. Specifications consisting of:
  - 1) Specific Provisions.
  - 2) Special Provisions.
  - 3) General Provisions.
  - 4) City of Fairfield Standard Details and Specifications, 1998 edition.
  - 5) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2002.

- f. Performance Bond, dated May 14, 2013.
- g. Labor and Material Bond, dated May 14, 2013.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

## II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within One-Hundred-Fifteen (**115**) working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to One-Thousand Dollars (\$1000) for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to of complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

## III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 6 of the General Provisions.

**PEABODY ROAD WATER AND SEWER LINE  
RELOCATION PROJECT**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION (Includes Confirming the Location of Existing Utilities)	LS	1	\$102,959.00	\$102,959.00
2	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00
3	EROSION CONTROL and SWPPP	LS	1	\$20,000.00	\$20,000.00
4	ABANDONMENT OF EXISTING WATER VALVES	EA	3	\$1,000.00	\$3,000.00
5	ABANDONMENT OF EXISTING WATER LINE	LF	1,750	\$7.00	\$12,250.00
6	16" ACP WATER PIPE REMOVAL AND DISPOSAL	LF	100	\$40.00	\$4,000.00
7	ABANDONMENT OF EXISTING SANITARY SEWER MANHOLES	EA	6	\$1,600.00	\$9,600.00
8	ABANDONMENT OF EXISTING SANITARY SEWER LINE	LF	1,906	\$5.00	\$9,530.00
9	REMOVE EXISTING SANITARY SEWER MANHOLES	EA	1	\$10,000.00	\$10,000.00
10	UTILITY TRENCHING AND BACKFILL (water line)	LF	2,558	\$10.00	\$25,580.00
11	UTILITY TRENCHING AND BACKFILL (sanitary sewer line)	LF	3,274	\$20.00	\$65,480.00
12	SHORING (water line)	LF	2,558	\$2.00	\$5,116.00
13	SHORING (sanitary sewer line)	LF	3,274	\$5.00	\$16,370.00
14	28" STEEL CASING (Bore and Jack location)	LF	314	\$600.00	\$188,400.00
15	28" STEEL CASING (in open cut location)	LF	51	\$300.00	\$15,300.00
16	6" WATER PIPELINE	LF	65	\$20.00	\$1,300.00
17	12" WATER PIPELINE	LF	818	\$55.00	\$44,990.00
18	16" WATER PIPELINE (PVC)	LF	1,613	\$100.00	\$161,300.00
19	16" WATER PIPELINE (DIP)	LF	441	\$60.00	\$26,460.00
20	6" GATE VALVE	EA	2	\$1,500.00	\$3,000.00
21	12" GATE VALVE	EA	7	\$2,800.00	\$19,600.00



Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
22	16" BUTTERFLY VALVE	EA	11	\$5,000.00	\$55,000.00
23	1" AIR and VACUUM RELEASE VALVE	EA	3	\$2,800.00	\$8,400.00
24	2" BLOW OFF ASSEMBLY AND COVER	EA	2	\$2,500.00	\$5,000.00
25	1" WATER SERVICE	EA	1	\$800.00	\$800.00
26	FIRE HYDRANT	EA	2	\$5,500.00	\$11,000.00
27	REMOVE AND RELOCATE FIRE HYDRANT AND GATE VALVE	LS	1	\$1,200.00	\$1,200.00
28	TESTING and SANITIZING of WATER PIPELINE	LS	1	\$5,000.00	\$5,000.00
29	CONNECTION to EXISTING WATER PIPELINE	EA	3	\$5,000.00	\$15,000.00
30	48" STEEL CASING (Bore and Jack, location)	LF	313	\$1,100.00	\$344,300.00
31	48" STEEL CASING (in open cut location)	LF	58	\$500.00	\$29,000.00
32	8" TEMPORARY SANITARY SEWER SIPHON	LS	1	\$40,000.00	\$40,000.00
33	6" SANITARY SEWER LINE	LF	20	\$65.00	\$1,300.00
34	8" SANITARY SEWER LINE	LF	44	\$70.00	\$3,080.00
35	10" SANITARY SEWER LINE	LF	110	\$250.00	\$27,500.00
36	12" SANITARY SEWER LINE	LF	459	\$55.00	\$25,245.00
37	15" SANITARY SEWER LINE	LF	659	\$135.00	\$88,965.00
38	21" SANITARY SEWER LINE	LF	906	\$200.00	\$181,200.00
39	27" SANITARY SEWER LINE	LF	1,095	\$175.00	\$191,625.00
40	27" SANITARY SEWER LINE (no bell pipe)	LF	424	\$250.00	\$106,000.00
41	4-FOOT ID SANITARY SEWER MANHOLE INCLUDING 1 TEMPORARY (Lines < 18-inch)	EA	4	\$6,000.00	\$24,000.00
42	5-FOOT ID SANITARY SEWER MANHOLE (Lines = or > 18 inch)	EA	17	\$9,000.00	\$153,000.00
43	SANITARY SEWER CLEANOUT	EA	2	\$500.00	\$1,000.00
44	CONNECTION TO EXISTING SANITARY SEWER LINE and	EA	1	\$20,000.00	\$20,000.00

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
	REMOVE AND REPLACE MANHOLE				
45	CONNECTION TO EXISTING SANITARY SEWER LINE AND RECHANNEL BOTTOM	EA	1	\$20,000.00	\$20,000.00
46	TESTING and INSPECTION of SANITARY SEWER LINES	LS	1	\$10,000.00	\$10,000.00
47	REMOVE AND REPLACE CURB, GUTTER AND SIDEWALK	LF	20	\$150.00	\$3,000.00
48	ROADWAY RESTORATION	LF	315	\$80.00	\$25,200.00
49	TRAFFIC SIGNAL LOOP DETECTOR RESTORATION	LS	1	\$6,000.00	\$6,000.00
50	TRAFFIC STRIPING	LS	1	\$4,000.00	\$4,000.00
51	REMOVAL and DISPOSAL OF HYDROCARBON CONTAMINATED SOIL	CY	460	\$45.00	\$20,700.00
52	REMOVAL and DISPOSAL OF HYDROCARBON CONTAMINATED GROUND WATER	GA	18,000	\$3.00	\$54,000.00

Total = \$2,234,750.00

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

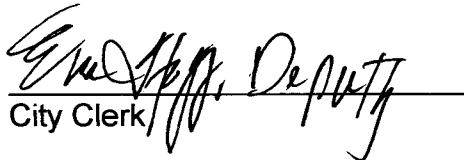
V. WORKERS' COMPENSATION


Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

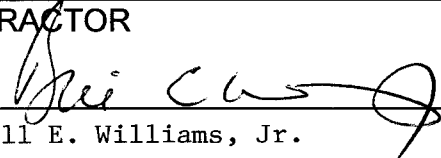
WITNESS:

CITY OF FAIRFIELD

  
City Clerk

By:   
City Manager *COM*

MOUNTAIN CASCADE, INC.  
CONTRACTOR

By:   
Bill E. Williams, Jr.  
Executive Vice President

Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: AHAZ

b. Number: 422496

c. Expiration Date: 5/31/2014

FEI Number: 94-2806169

### EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

**Please complete the following:** (To be complete by the department)

Department: \_\_\_\_\_ Date of Contract: \_\_\_\_\_  
Authorized by Res. No.: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
Person Reviewing EDD Requirements: \_\_\_\_\_ Phone: \_\_\_\_\_

**EDD REPORTING REQUIREMENTS.** When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

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Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

**BOX 1**

*****	
FULL NAME	Mountain Cascade, Inc.
ADDRESS	P.O. Box 5050
CITY, STATE, ZIP	Livermore, CA 94551

**AND**

**BOX 2**

	*****	*****
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	94-2806169
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

**PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD**